

STATE MS.-DE SOTO CO.
FILED
May 15 11 22 AM '01TVA-ENTERGY AGREEMENTBK 392 PG 293
W.E. DE SOTO CO. CLK.

This Agreement is made and entered into effective as of the 19th day of April, 1999, by and among the UNITED STATES OF AMERICA, acting by and through its legal agent, the Tennessee Valley Authority, a corporation duly created, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended; the TENNESSEE VALLEY AUTHORITY ("TVA"); and ENTERGY MISSISSIPPI, INC. ("Entergy"), formerly known as Mississippi Power & Light Company, a corporation created, organized, and existing under and by virtue of the laws of the State of Mississippi.

WHEREAS, the United States of America, acting by and through TVA, owns an easement and right-of-way identified on TVA's records as Tract Nos. FRM-13 (beginning at TVA's Structure No. 17), 15, 16, 18, 19, 20, 21, and 21A (ending at TVA's Structure No. 20), to erect, maintain, repair, rebuild, operate, and patrol one line of poles or transmission line structures ("TVA structures") with sufficient wires and cables for electric power circuits and communication circuits ("TVA's circuits") and associated hardware and equipment on the below described land; and

WHEREAS, Entergy desires to install an electric power circuit and a communication circuit ("Entergy's circuits") along the same route as TVA's circuits, for which TVA and Entergy have entered into an agreement dated March 1, 1998 for the TVA Freeport-Miller 161-kV Transmission Line Project ("Freeport-Miller Agreement").

THEREFORE, FOR AND IN CONSIDERATION of the sum of \$10.00, cash paid and other good and valuable consideration, the United States of America, acting by and through TVA, does hereby convey unto Entergy a consent and license to enter at any time and from time to time upon said right-of-way, and to erect, maintain, repair, rebuild, operate, and patrol Entergy's circuits located on TVA's structures, including wires and cables and all necessary appurtenances, in, on over, and across said right-of-way, together with the right to clear said right-of-way and keep the same clear of brush, trees, buildings, and fire hazards, to destroy or otherwise dispose of such trees and brush, and to remove, destroy, or otherwise dispose of danger trees located beyond the limits of said right-of-way which in falling could come within five (5) feet of any TVA structure and facilities or Entergy's circuit thereon, all over, upon, and across the land identified below for said easement and right-of-way owned by the United States of America in DeSoto County, Mississippi. Said conveyance is subject to the reservations and restrictions herein stated. Said easement and right-of-way is more particularly described in the instruments of record in the office of the Chancery Court Clerk of DeSoto County, Mississippi, as follows:

<u>US-TVA TRACT</u>	<u>RECORDED DATE</u>	<u>DEED BOOK</u>	<u>PAGE</u>
FRM-13	02-08-99	347	273
FRM-15	06-12-97	317	434

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<u>US-TVA TRACT</u>	<u>RECORDED DATE</u>	<u>DEED BOOK</u>	<u>PAGE</u>
FRM-16	06-04-97	317	133
FRM-18	05-29-97	316	671
FRM-19	05-29-97	316	667
FRM-20	05-22-97	316	530
FRM-21	06-04-97	317	127
FRM-21A	05-22-97	316	527

Index in the Northeast Quarter and the Southeast Quarter of Section 29, said quarters being in Township 1 South, Range 8 West, DeSoto County, Mississippi.

There is excepted from this conveyance and retained and reserved by the United States of America, such easement and right-of-way as TVA may utilize for the location, construction, repair, maintenance, operation, replacement, and removal of TVA's circuits and associated hardware, equipment, and appliances, together with the right of access therefor and with the right to remove, or require removal of, brush, trees, structures or other hazards from said easement and right-of-way. This provision is subject to the Freeport-Miller Agreement in which TVA and Entergy agree to each maintain, operate, repair, and replace their respective circuits on TVA's structures on the easement and right-of-way and is subject to Entergy's right to keep its facilities in the same location and configuration as initially constructed pursuant to said Agreement.

Entergy agrees to be liable for any damage to growing crops and any direct physical damage caused to the land by its construction forces or by the construction forces of its agents, employees, and contractors in the erection and maintenance of Entergy's circuits and agrees to defend and indemnify the United States of America and TVA against any and all claims for the same.

It is the intent of this instrument, and it is understood by Entergy, that the United States of America, acting by and through TVA, is hereby granting a consent and license unto Entergy to have Entergy's circuits along the same route and on the same TVA structures that TVA uses for TVA's circuits. It is also understood by Entergy that this conveyance is "as is" and without warranty of title whatsoever, that it does not purport to grant more rights in said land than the United States of America owns, and that the United States of America and TVA make no warranties of any kind whatsoever as to the validity or extent of the right herein conveyed for Entergy's purposes and specifically make no warranties as to the existence or non-existence of any hazardous or toxic waste or substances on said easement and right-of-way.

For and in consideration of the foregoing, Entergy agrees to fully defend, indemnify, and hold harmless the United States of America and TVA and their affiliated and associated companies and any of their agents, officers, directors, shareholders, employees, successors, and assigns from and against any and all claims, losses, costs, damages, expenses, including reasonable attorney fees and related costs, and liability by reason of Entergy's use or occupancy on said land or right-of-way. This provision shall specifically include, but shall not be limited to, any claim alleging the United States

of America's conveyance herein has in any way made wrongful or inappropriate use of said land or right-of-way.

The Freeport-Miller Agreement grants each party the right to purchase the facilities of the other party in the event of no further use or a right of first refusal in the event of a potential transfer of ownership of such facilities to a third party.

The right herein conveyed to Entergy shall continue until such time as Entergy ceases to use (due to causes other than force majeure as defined in Article 11 of the Freeport-Miller Agreement) its facilities as an electric power circuit on said easement and right-of-way for a continuous period of one (1) year.

This 5th day of April, 2001.

ENTERGY MISSISSIPPI, INC.

UNITED STATES OF AMERICA
by Tennessee Valley Authority
Its Legal Agent
and
TENNESSEE VALLEY AUTHORITY

By: Charles A. Brown
Title: Manager, Substation

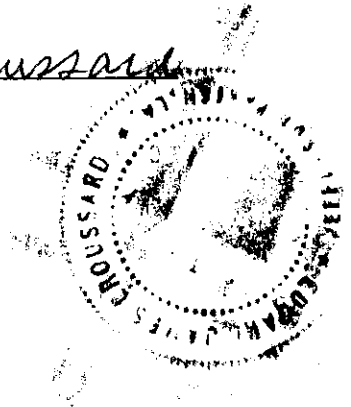
By: Daniel H. Leary
Title: Acting Manager
Realty Asset Services

STATE OF Louisiana)
PARISH) SS
COUNTY OF T Jefferson)

Personally appeared before me, the undersigned authority in and for the said ~~county~~ PARISH and state, on this 5th day of April, 2001, within my jurisdiction, the within named CHARLES A. BROWN, who acknowledged that he is MANAGER, SUBSTATION of Entergy Mississippi, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Edward J. Broussard
NOTARY PUBLIC

My commission expires: At Death



STATE OF TENNESSEE)
) SS
 COUNTY OF HAMILTON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of April, 2001, within my jurisdiction, the within named DANIEL H. FERRY, who acknowledged that he is Acting Manager, Realty Asset Services, of TENNESSEE VALLEY AUTHORITY, a corporate agency and instrumentality of the United States of America, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended, and that for and on behalf of the said corporation, in its individual capacity and in its capacity as legal agent of the United States of America, and as the act and deed of said corporation, for itself and as the legal agent of the United States of America, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Reba H. Sims
 NOTARY PUBLIC

My commission expires: June 9, 2001

Grantor's Address: Daniel H. Ferry, TVA Realty Asset Services, 1101 Market Street, CST 7A, Chattanooga, TN 37402-2801 Telephone: (423) 751-2127

Grantee's Address: Entergy Mississippi, Inc.-Transmission Right-of-Way, P. O. Box 1640, Jackson, MS 39215-1640 Telephone: (601) 368-5000

This instrument prepared by: Grantor-Dempsey Ladner, Entergy Mississippi, Inc., P.O. Box 1640, Jackson, Mississippi 39215-1640 Telephone: (601) 969-2438